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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant Ward, Gregory F.

Serial No. 09/532,395 (Divisional of 08/613,336 Parent now Patent 6,051,177 )

Filed: 03/22/2000

For: Thermo-Mechanical Modification of Nonwoven Webs

Art Unit: 1771

Examiner: Pratt, Christopher C.

AMENDMENT  
and  
RESPONSE TO OFFICE ACTION DATED 8/27/2002

Assistant Commissioner for Patents and Trademarks  
Washington, District of Columbia, 20231

Sir:

This is in response to the Office Action dated 8/27/2002. .

1. Applicant respectfully wishes to traverse the basis for the Examiner's reasons for rejecting Applicant's prior response as not persuasive of patentability for reasons set forth below. Please also refer to the Applicant's contention at Examiner's point 8 below that the Final Rejection on the Second Office Action was premature and should be withdrawn
3. The applicant respectfully wishes to traverse the rejections of Claims 10 through 18 under 35 USC § 112 for indefiniteness as follows: Applicant respectfully traverses this rejection "that the applicant was not in the possession of the invention was filed". Per the MPEP 2163-II.A.(3a). An adequate written description of the invention by any description of sufficient, relevant identifying characteristics so long as a person in the art would recognize that the inventor had possession of the claimed invention. See Purdue Pharma LPV v. Faulding Inc., 56USPQ2dat 1481,1483.

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Applicant respectfully asserts that the written description of the invention, which includes the drawings and data tables, adequately describes each rejected claim. This is evidenced by several adjudicated instances. For example an applicant may show possession of an invention by disclosure of drawings... that are sufficiently detailed to show that applicant was in possession of the claimed invention as a whole See Vas Cath, 19USPQ at 1118 ("drawings alone may provide a "written description of an invention as required by Sec112\"). See also Autogiro Co. V United States, 384F.2d 391, 398 ("in those instances where a visual representation can flesh out words, drawings may be used in the same manner and with the same limitations as the specifications").

In addition, the parent application was issued as US Patent 6,051,177.

5. Please cancel Claims 10 through 18 and substitute Claims 19 through 27 as follows:

- 
19. A nonwoven web having elastic properties and improved softness and conformability in the cross-machine direction wherein the anisotropic precursor web is comprised of thermally bonded thermoplastic and nonthermoplastic fibers, said nonwoven web containing from 60 to 100% thermoplastic fibers and the remainder nonthermoplastic fibers, said precursor web being continuously drawn within a web heating means by a multiplicity of drawing means wherein the heated web is subjected to a variable tension means sufficient to provide a strain rate of at least 3.5 in./in./minute but less than 9.5 in./in./minute, said strain rate calculated based on the apparent gage length between individual elements of said tension means, whereby the resultant web is characterized by a narrowing of its lateral dimension, an increase in its length and the development of a web elasticity of at least 85% recovery after being elongated at least 50% in the direction perpendicular to and in the same plane as the drawing forces, improved softness and improved conformability compared to said anisotropic precursor web without substantial changes in the pore size or pore size distribution.

20. The nonwoven web of Claim 19 wherein the thermoplastic fibers are selected from the group consisting of polyolefins, polyesters, polyamides, and their respective copolymers.

21. The nonwoven web of Claim 19 wherein said non-thermoplastic fibers are selected from the group consisting of natural cellulose, regenerated cellulose, natural fibers, glass, inorganic fibers and metallic fibers.

22. The web of claim 19 wherein said precursor web is laminated to a thermoplastic elastomeric film.

23. The nonwoven web of Claim 19 wherein said precursor web is a thermally bonded laminate or composite consisting of two or more thermoplastic webs selected from the group consisting of spunbonded nonwovens, meltblown nonwovens, thermally bonded carded nonwovens, thermoplastic foams and thermoplastic films.

24. A nonwoven web having elastic properties in the machine direction and improved softness and conformability wherein the anisotropic precursor web is comprised of thermally bonded thermoplastic and nonthermoplastic fibers, said nonwoven web containing from 60 to 100% thermoplastic fibers and the remainder nonthermoplastic fibers, said precursor web being continuously drawn within a heated chamber by a drawing means wherein the heated web is subjected to a tension sufficient to provide a strain rate of at least 3.5 in./in./minute but less than 9.5 in./in./minute said strain rate calculated based on the apparent gage length between individual elements of said drawing means, whereby the resultant web is characterized by a widening of its lateral dimension, a decrease in its length and the development of a web elasticity of at least 80% recovery after being elongated at least 50% in the direction perpendicular to and in the same plane as the drawing forces, improved softness and improved conformability compared with said anisotropic precursor web, but without substantial changes in the pore size or pore size distribution.

25. The nonwoven web of Claim 24 wherein said thermoplastic fibers are selected from the group consisting of polyolefins, polyesters, polyamides, and their respective copolymers.

26. The nonwoven web of Claim 24 where said nonthermoplastic fibers are selected from the group consisting and natural cellulosics, regenerated cellulosics, natural fibers, glass, inorganic fibers or metallic fibers.

27. The nonwoven web of Claim 24 where the precursor web is a thermally bonded laminate comprising two or more thermoplastic webs selected from the group including spunbonded nonwovens, meltblown nonwovens, thermally bonded carded nonwovens, thermoplastic foams and thermoplastic films.

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7. Traverse Of The Examiner's Assertion That The Webs Produced By The Teachings Of The Instant Application Are The Same As Those Of Hassenboehler

Claims 10-18 Were Rejected As Obvious Under 35 USC 103(a). The applicant respectfully traverses the objection that the webs produced by the teachings of the instant application are the same as those of Hassenboehler. This is due to a number of factors which the Applicant asserts are strong evidence that the products claimed are substantially different from those of Hassenboehler:

1. The instant Application teaches the use of a considerably lower strain rate Hassenboehler's '482. The reason for Applicant's claims to lower strain rate, among others, is that low strain rates impart softness as well as elasticity. Table 2 of the instant Application shows increased softness compared to the precursor web. Changes in apparent softness is neither considered, taught, demonstrated nor claimed by Hassenboehler's '482. This indicates Hassenboehler was unaware of the effect of strain rate on changes in softness between the processed web and the precursor web.
2. The webs produced by the instant Application have a different morphology than Hassenboehler due to the low strain rates taught by the instant

application. This is demonstrated by comparing the high increases in the filtration efficiency of Hassenboehler Table III, Column 3, lines 36 to 46 due to reduction in the web pore size and distribution after processing between the undrawn sample (draw ratio of 1) and the drawn webs with draw ratios ranging from 1.5 to 2.5. The product webs of the instant application have no significant reduction in the web pore size and distribution after processing as shown in Table 4 of the instant Application. This is a result of the lower strain rate of the present invention compared to the extremely high rates taught by Hassenboehler's '482 and strongly indicates the differences in the morphology, and thus differentiates between Hassenboehler and the instant Application.

3. Examiner asserts that the use of low ( $> 10$  inches per inch per minute) strain rate of the instant application would have been obvious to a person having ordinary skill in the art. The applicant traverses this assertion on the grounds that a person, including Hassenboehler, having ordinary skill in the art did not teach, use or claim strain rates below 10 in./in./minute. The Applicant respectfully asserts that the Examiner incorrectly contends that using a reduced strain rate would have been motivated by "the desire to optimize the filtration properties of the web". In fact, Hassenboehler teaches a preferred strain rate of 20 to 200 in./in./minute and a best mode strain rate of 30 to 60 in./in./minute. If Hassenboehler, having ordinary skill in the art, would have recognized the path to the optimization was through lowering the strain rates, he would have taught and claimed those rates claimed in the instant Application but he did not. The applicant, however, is not seeking improved filtration efficiency but is seeking improved softness, conformability and elasticity.

Applicant asserts that the specification of the instant application shows that there is no significant change in pore size due to the processing. This is because the fabric is not as disrupted by the instant application's low shear rate processing compared to Hassenboehler 5,244,482. The changes in filtration efficiency are negligible as shown by Table 4 from Page 14 of the instant application.

Table 4

Change in Liquid Filtration Efficiency Before And After ThermomechanicalProcessing

Sample	Web Type	Fiber Type	Basis	Flit. Eff.	Flit. Eff.
			Weight GM/Sq M	Before %	After %
1	MB	100% PP	60	85	85
2	TB	70%PP/30%Rayon	30	35	36
3	SB	100% PP	30	33	33
4	SB	100% Nylon	45	41	43
5	SB	100% PP	100	37	37
6	SB	100% PET	24	33	3
7	MB	100% PET	75	81	81
8	TB	65% PET/ 35% Rayon	24	35	37
9	SB	100% PP	18	18	18
10	SB/PU	100% PP/100% PU Film	32	N/A	N/A

SB = Spunbond, MB = Meltblown, TB = Carded and Thermally Bonded  
 PU = Polyurethane film, PP = Polypropylene, PET = Polyester

The Examiner's assertion that the above Table 4 shows one instance (example 6) of a substantial change in filtration efficiency i.e. 33 to 3. In this case the data was incorrectly typed and should have been 33 to 33. Even if the efficiency change were 33 to 3, it would have been in the wrong direction to the teachings of Hassenboehler.

Now examining Hassenboehler's 5,244,482 Table III, Column 15, lines 38-47; this data shows as the draw ratio (a measure of shear rate) increases that there is a profound increase in filtration efficiency due to changes in the pore size and pore size distribution.

The only conclusion that can be made is that the webs produced by the low shear rates of the instant application had little or no change in pore size and are fundamentally

different structures with different morphology and therefore patently different over Hassenboehler's.

Applicant respectfully asserts that the specification of the instant application's shows that there is no significant change in pore size due to the processing. This is because the fabric is not as disrupted by the instant application's low shear rate processing compared to Hassenboehler 5,244,482. The changes in filtration efficiency are negligible as shown by Table 4 from Page 14 of the instant application.

The Examiner's asserts that the above Table 4 shows at least one instance (example 6) of a substantial change in filtration efficiency i.e. 33 to 3. In this case, the data was incorrectly stated and should have been 33 to 33. Even if the efficiency change were 33 to 3, it would have been in the wrong direction to the teachings of Hassenboehler.

Now examining Hassenboehler's 5,244,482 Table III, Column 15, lines 38-47; this data shows as the draw ratio (a measure of shear rate) increases that there is a profound increase in filtration efficiency due to changes in the pore size and pore size distribution.

The only conclusion that can be made is that the webs produced by the low shear rates of the instant application had little or no change in pore size and are fundamentally different structures with different morphology and therefore patently different over Hassenboehler's.

Declaration under CFR 37 1.132 concerning critical differences in strain rates between the instant application and Hassenboehler's '482 as they affect elastic recovery which demonstrates a patentable difference due to morphological differences.

Applicant submits the following Declaration under CFR 37 1.132 declaring a critical difference between the Hassenboehler strain rates of greater than about 10 inches per

inch per minute and the instant application's strain rates of less than about 10 inches per inch per minute.

### DECLARATION OF GREGORY F. WARD

A critical difference exists between the Hassenboehler strain rates of greater than 10 inches per inch per minute and the instant application's strain rates of less than about 9.5 inches per inch per minute. This difference is shown in the following table.

Elastic Recovery After 50% Elongation  
For Various Strain Rates On A 30GSM PP  
Spunbond

Strain Rate	Recovery* 10 seconds	Recovery* 300 seconds	Difference 10-300 sec. %
	(%)	(%)	
4	95	96	99.0%
6	95	96	99.0%
8	93	95	97.9%
10	80	90	88.9%
12	76	88	86.4%
14	70	85	82.4%
16	67	83	80.7%
18	63	81	77.8%


Recovery is the percentage that a 10 cm piece recovers after being stretched to twice its original length.

The data show a sharp break in the 10 and 300 second rate of recovery in the area of strain rates of greater than about 10 inches per inch per minute which indicates the difference between the webs produced by the instant application and those produced by Hassenboehler's '482 are significantly different morphologically and have large differences in properties.

This has also been demonstrated in the prosecution of Ward's US Patent 6,051,177.

The applicant understands that willful false statements and the like are punishable by fine or imprisonment, or both (18 U.S.C. 1001) and may jeopardize the validity of the application or any patent issuing thereon. The Applicant declares that all statements are made of the declarant's own knowledge are true and that all statements made on information and belief are believed to be true. (Per 37CFR 1.68)



Signature: 


Print Name: Gregory F. Ward Date: November 18, 2002

Applicant claims commercial success as showing that product webs of the instant Application are different from Hassenboehler. Product webs of the instant Application have been produced in Taiwan and sold in Asia since 1996 whereas to the best of my knowledge there have been no commercial applications of the Hassenboehler process or its web products even though Licensing of it has been aggressively marketed by the University of Tennessee Research Corporation since 1993. This fact is attested to by the following Declaration and copy of the License (Exhibit A, attached) under which the product is manufactured in Asia, as well as a sample of product literature showing a product made using the web which is the subject of the instant application.

#### **DECLARATION OF GREGORY F. WARD**

Applicant submits the following Declaration declaring that product web has been commercially manufactured in Taiwan and sold continuously since 1996 in Taiwan, China, Korea, Japan and Vietnam as well as other East Asian Countries. Applicant further asserts that its Licensee has a 75 % market share of products made from elasticized nonwovens.

The applicant understands that willful false statements and the like are punishable by fine or imprisonment, or both (18 U.S.C. 1001) and may jeopardize the validity of the application or any patent issuing thereon. The Applicant declares that all statements are made of the declarant's own knowledge are true and that all statements made on information and belief are believed to be true. (Per 37 CFR 1.68)

Signature: 

Printed Name: Gregory F. Ward Date: November 18, 2002

8. Examiner concludes that prior amendments necessitated the new grounds of rejection and therefore the action is final. Applicant argues that final rejection at the second Office Action was premature under MPEP 706.07(c). The Applicant believes and respectfully asserts that the prior amendments were valid based on the arguments presented herein and, as such, said rejection should be withdrawn under MPEP 706.07(d) and MPEP 706.07(e)

## CONCLUSION

For all of the above reasons, applicant submits that he has shown that the claims are now in proper form, and the claims all define patentability over the prior art and are not obvious with respect to prior art. I believe that this application is now in condition for allowance which action I respectfully solicit.

### Conditional request for Constructive Assistance

If for any reason this application is not believed to be in full condition for allowance, applicants respectfully request the constructive assistance of the Examiner pursuant to M.P.E.P. § 706.03(d) and § 707.07(j) in order that the undersigned can place this application in allowable condition as soon as possible and without need for further proceedings.

Very respectfully,



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Gregory F. Ward, Applicant Pro Se

11115 Rotherick Drive  
Alpharetta, GA 30202



**EXHIBIT A**  
LICENSE AGREEMENT

BETWEEN

ADVANCED TECHNOLOGY DEVELOPMENT, INC.

AND

FLEXUS SPECIALTY NONWOVENS, LTD. (PHOENIX SPECIALTY  
NONWOVENS, LTD.)

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This **LICENSE AGREEMENT** effective the 26th day of March, 1996 is by and between Advanced Technology Development, Inc., hereinafter referred to as **ATD**, a Delaware corporation with offices at 407 Montrose Parkway, Norcross, GA, USA and Flexus Specialty Nonwovens, Ltd. (Phoenix Specialty Nonwovens, Ltd.), hereinafter referred to as **FSN**, a Taiwan limited liability company and subsidiary of Nan Ya Plastics Corporation, with offices at Room 601, Ming Chi Building, No. 54, Ming Sheng East Rd., Taipei, Taiwan.

**WITNESSETH**

**WHEREAS**, **ATD** possesses certain proprietary technology, and process and product know-how regarding the production of unique nonwoven webs exhibiting improved softness, conformability, and a high degree of commercially valuable elasticity from precursor webs containing thermoplastic fibers or blends of thermoplastic fibers and non-thermoplastic fibers, hereinafter referred to as "Licensed Web Products" resulting in a patent application entitled "Thermomechanical Modification of Nonwoven Webs" all of which is collectively referred to hereinafter as the "**ATD Core Technology**", and

**WHEREAS**, **ATD** has licensed **FSN** to manufacture, use and sell products made using the **ATD Core Technology** on a temporary and interim basis; and

**WHEREAS**, **ATD** is willing to grant **FSN**, in its new status as a Nan Ya subsidiary, a permanent, worldwide, exclusive, non-transferable license subject to the provisions of this agreement, with the right to sublicense under its technical information and patent rights relating to the said **ATD Core Technology**; and

(Signature)

WHEREAS, FSN wishes to obtain a permanent worldwide license for the ATD Core Technology to enable FSN to continue to manufacture, use, and sell products incorporating and/or utilizing the core technology; and;

NOW, THEREFORE, and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto expressly agree as follows:

## 1. GRANT OF LICENSE

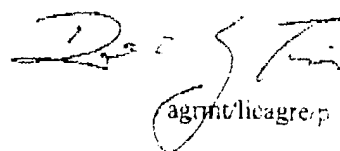
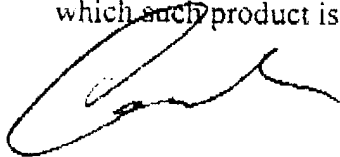
- 1.1 ATD hereby grants to FSN, subject to the terms and conditions herein recited, an exclusive, non-transferable, worldwide license to make, use and sell Licensed Web Products under ATD Core Technology, ATD Confidential Technical Information, ATD Patent Rights and improved process technology in the future.

## 2. ROYALTY PAYMENTS

- 2.1 FSN shall pay to ATD a royalty based on the net sales value resulting from sales of Licensed Web Products according to the following schedule:

- (a) 1.5% per year for the first five years following the effective date of this Agreement.
- (b) 1.0% per year for the second five years following the effective date of this Agreement.
- (c) 0.7% for each of the years from the eleventh year following the effective date of this Agreement and each succeeding year until the seventeenth year or until any patents covering the Core Technology expire.

- 2.2 In the event a Licensed Product is sold to a corporation, firm or other entity in which FSN owns an interest or which owns an interest in FSN, for the purposes of royalty calculations such Licensed Product shall be considered to have been sold at the greater of the actual sales price or the usual and customary price at which such product is normally offered for sale by FSN.

  
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2.3 Payments of amount due to ATD shall be made quarterly by FSN to ATD on or before the last day of February, May, August, and November of each year for sales and revenues during the preceding calendar quarter during the term of this License Agreement.

2.4 All payments due hereunder are expressed in and shall be paid in United States of America currency, without deduction of exchange, collection or other charges, to ATD by wire transfer to the account that ATD shall designate in writing.

2.5 Should FSN fail to make any payment as require under this License Agreement ATD shall have the option to terminate this Agreement in accordance with the provisions of Article 4 herein.

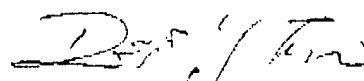

### 3. REPORTS, RECORDS AND INSPECTION

3.1 FSN shall maintain true and correct records pertaining to sales under this License Agreement. FSN agrees to permit an auditor selected by ATD to have access to such records during the life of this agreement. Results will be made available to both ATD and FSN. If any audit reveals a shortage in amount paid to ATD, FSN shall reimburse ATD for the cost of the audit as well as the shortage within 10 days. Any overage will be credited to future royalties and audit expenses will be credited to ATD.

3.2 On or before the last day of February, May, August, and November of each year during the term of this License Agreement FSN shall furnish ATD a written report of the activities of FSN and its affiliates and subsidiaries in such form as ATD shall reasonably request.

### 4. TERM AND TERMINATION

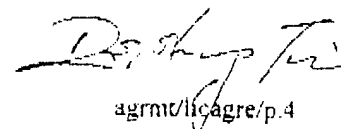
4.1 This agreement shall commence and become effective as of the Effective Date first given above.



- 4.2 Unless terminated in accordance with the provisions set out herein, this agreement shall continue in full force and effect until the end of the seventeenth year following the Effective Date of this Agreement or until any patents covering the **ATD** Core Technology expire.
- 4.3 In the event that either party to this Agreement defaults in the due performance of its obligations hereunder, the other party may give notice of the same to the defaulting party demanding that the default be cured within sixty days. If the default is not cured within the 60 day grace period, the other party may elect to terminate this agreement by giving written notice of termination to the defaulting party. This agreement shall terminate one week after the date of the notice, all without prejudice to any rights or remedies otherwise available to the terminating party.
- 4.4 Termination of this Agreement for any cause shall not release FSN from the obligation to pay royalties or any other monies due to **ATD** which are accrued for payment at the time of the termination.
- 4.5 Upon termination of this Agreement for any cause by either party all rights granted to FSN hereunder shall terminate automatically and revert to **ATD**.

## 5. CONFIDENTIALITY

- 5.1 FSN agrees that reasonable and prudent practices shall be followed to maintain **ATD's** Confidential Technical Information in confidence, including, where necessary, obtaining written confidentiality agreements from employees not already bound by such agreements and all affiliates, subsidiaries who have access to said Confidential information. The obligation to maintain information in confidence for five years after the expiration or termination of this License Agreement.

  
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- 5.2 FSN will take all reasonable and prudent precautions to restrict access to manufacturing operating areas to only those FSN personnel or its subsidiary or affiliate personnel or vendor personnel who have been bound by an appropriate confidentiality agreement.

## 6. WAIVER AND MODIFICATION

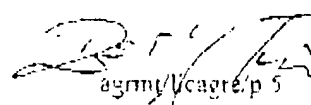
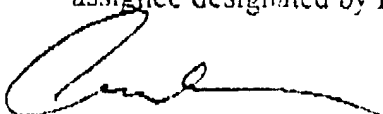
- 6.1 It is understood that this License Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. (Neither party shall be bound by any agreements, covenants or warranties unless it shall be reduced to writing and signed by an officer of such party.)
- 6.2 The failure of either party at any time or times to require performance by the other party of any provisions hereof shall not be construed as a waiver of any provision.

## 7. ASSIGNABILITY

- 7.1 This license agreement shall be binding upon and shall inure to the benefit of ATD and its assigns and successors in interest, and shall be binding upon and shall inure to the benefit of FSN and the successor to its entire business, but shall not otherwise be assignable or assigned by either party except to the successor of all or substantially all of that party's business without prior approval by the other party first be in obtained in writing, which approval shall not be unreasonably withheld provided that such successor shall agree in writing to be bound to the requirements of this Agreement in all respects. in all respects.

## 8. ADDITIONAL PROVISIONS

- 8.1 ATD agrees that it will permit FSN to apply for patent protection in other countries, within the scope of this License Agreement, under the inventors named within the patent application referenced above and that any patents thereby granted to ATD from those countries will be assigned to FSN or an assignee designated by FSN.



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8.2 FSN shall, at its own expense, be responsible for applying and obtaining any approvals, authorizations, or validations required by under the laws of the United States of America, Taiwan or any other foreign country that may be necessary for the manufacture use and sale of Licensed products or relative to the performance of any obligation under this Agreement.

8.3 The terms and conditions herein constitute the entire agreement between the parties and shall supersede all previous agreements, either oral or written, between the parties hereto with respect to the subject mater hereof. No agreement on understanding bearing on this License Agreement shall be binding on the other party hereto unless it shall be in writing and signed by a duly authorized officer of each of the parties and shall expressly refer to this License Agreement.

Executed as of the date first above written.

BY ATD

Name:



(Signature)

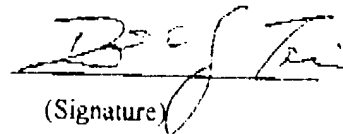
Name: Gregory F. Ward  
(Printed)

Title:

PRESIDENT

BY FSN

Name:



(Signature)

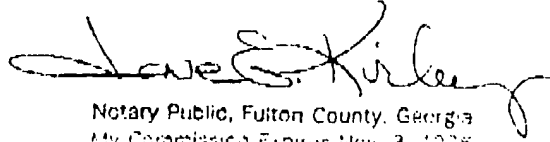
Name: DIE-SHENG TSAI  
(Printed)

Title:

PRESIDENT

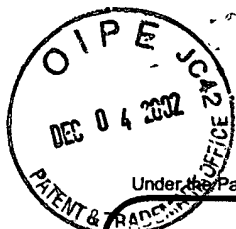
Date: August 23, 1996

Date: Aug. 16, 1996



Notary Public, Fulton County, Georgia  
My Commission Expires Nov. 3, 1998





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Approved for use through 10/31/2002. OMB 0651-0031  
U.S. Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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# TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

Application Number 09/532,395

Filing Date 03/02/2000

First Named Inventor Ward, Gregory F.

Group Art Unit 1771

Examiner Name Pratt, Christopher

Total Number of Pages in This Submission

18

Attorney Docket Number

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## ENCLOSURES (check all that apply)

☐ Fee Transmittal Form

☐ Fee Attached

☒ Amendment / Reply 10 PAGES

☒ After Final

☒ Affidavits/declaration(s)

☐ Extension of Time Request

☐ Express Abandonment Request

☐ Information Disclosure Statement

☐ Certified Copy of Priority Document(s)

☐ Response to Missing Parts/ Incomplete Application

☐ Response to Missing Parts under 37 CFR 1.52 or 1.53

☐ Assignment Papers (for an Application)

☐ Drawing(s)

☒ Licensing-related Papers 6 PAGES

☐ Petition

☐ Petition to Convert to a Provisional Application

☐ Power of Attorney, Revocation Change of Correspondence Address

☐ Terminal Disclaimer

☐ Request for Refund

☐ CD, Number of CD(s) \_\_\_\_\_

☐ After Allowance Communication to Group

☐ Appeal Communication to Board of Appeals and Interferences

☐ Appeal Communication to Group (Appeal Notice, Brief, Reply Brief)

☐ Proprietary Information

☐ Status Letter

☐ Other Enclosure(s) (please identify below):

PRODUCT SAMPLE  
Return Post Card

Remarks

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm or Individual name

Gregory F. Ward

Signature

Date

11/27/2002

## CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, Washington, DC 20231 on this date:

11/27/2002

Typed or printed name

Gregory F. Ward

Signature

Date

11/27/2002

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